

## **Proposed Order**

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as the HoldCo Revolver Loan Administrative Agent*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11  
(Lead Case)  
(Jointly Administered)

**[PROPOSED] ORDER GRANTING  
WILMINGTON TRUST, NATIONAL  
ASSOCIATION'S MOTION FOR AN  
ORDER ALLOWING PROOFS OF  
CLAIM NOS. 31005 AND 55147 AND  
REQUIRING PLAN TREATMENT  
CONSISTENT THEREWITH**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

1           Upon the motion of Wilmington Trust, National Association, in its capacity as successor  
2 administrative agent under the Second Amended and Restated Credit Agreement (as amended,  
3 the “**Credit Agreement**”) among PG&E Corporation and the agents and lenders thereunder,  
4 dated as of April 27, 2015, for entry of an order allowing Proofs of Claim Nos. 31005 and 55147  
5 and requiring plan treatment consistent therewith (the “**Motion**”);<sup>1</sup> and this Court having  
6 jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157  
7 and 1334, the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*,  
8 General Order 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the U.S.  
9 District Court for the Northern District of California; and venue being proper before this Court  
10 pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that notice  
11 of the Motion as provided to the parties listed therein is reasonable and sufficient, and it  
12 appearing that no other or further notice needs to be provided; and the Court having found and  
13 determined

- 14           (i)     that there are inconsistencies in the Plan relating to the allowance and impairment  
15                   of the HoldCo Revolver Claims, specifically that the Plan identifies the HoldCo  
16                   Revolver Claims as unimpaired, but that Section 4.3(a) of the Plan does not  
17                   provide for payment of all of the fees and expenses incurred under the Credit  
18                   Agreement, including the fees and expenses of the administrative agents and their  
19                   counsel and the Prepetition Facility Fee;
- 20           (ii)    that absent changes in the Plan the Holdco Revolver Claims will be impaired by  
21                   the Plan; and
- 22           (iii)   for the Holdco Revolver Claims to be unimpaired the Plan would have to be  
23                   amended as set forth herein;
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27     <sup>1</sup> Capitalized terms used but not defined in this Order have the meanings given such terms in the Motion.  
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1 upon consideration of the Motion and the arguments contained therein, and the opposition  
2 thereto, if any; and any opposition to the Motion having been overruled, resolved or withdrawn;  
3 and sufficient cause appearing therefor,

4 **IT IS HEREBY ORDERED THAT:**

5 1. The Motion is GRANTED as set forth herein.

6 2. Proof of Claim No. 31005 is allowed in the amount of \$302,339.47.

7 3. Proof of Claim No. 55147 is allowed in full (save for the postpetition facility fee  
8 and postpetition interest above the Federal Judgment Rate); and the allowed amount of Proof of  
9 Claim No. 55147 includes any fees, expenses or other obligations incurred under the Credit  
10 Agreement through the date of distribution under the Plan, including the fees and expenses of  
11 Wilmington Trust and its counsel and the Prepetition Facility Fee.

12 4. Unless the Plan Proponents revise the Plan (including the treatment paragraph in  
13 Section 4.3(a) of the Plan) to cause the allowed amount of the HoldCo Revolver Claims to be  
14 paid in full in cash on the Effective Date as set forth in paragraph 3 above, the Holdco Revolver  
15 Claims will be impaired.

16 5. This Court shall retain jurisdiction to hear and determine all matters arising from  
17 or related to the implementation, interpretation or enforcement of this Order.

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19 \*\*\*END OF ORDER\*\*\*  
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